

## ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Yer Yang **FILE #** 12-093-010
  2. **APPLICANT:** Yer Yang **HEARING DATE:** August 30, 2012
  3. **TYPE OF APPLICATION:** Nonconforming Use Permit-Reestablishment
  4. **LOCATION:** 405 Charles Ave, between Western and Arundel
  5. **PIN & LEGAL DESCRIPTION:** 362923240043; Smiths Sub Of Stinsns Div B9 1 Lot 9 Blk 9
  6. **PLANNING DISTRICT:** 7
  7. **ZONING CODE REFERENCE:** §62.109(e) **PRESENT ZONING:** R4
  8. **STAFF REPORT DATE:** August 15, 2012 **BY:** Kate Reilly
  9. **DATE RECEIVED:** August 9, 2012 **60-DAY DEADLINE FOR ACTION:** October 8, 2012
- 

- A. **PURPOSE:** Reestablishment of nonconforming use as a four-plex
- B. **PARCEL SIZE:** 40 ft by 125 ft totaling 5,000 sq. ft.
- C. **EXISTING LAND USE:** R-Multi-Family
- D. **SURROUNDING LAND USE:**

The property is surrounded on all sides by one- and two-family homes zoned R4 One-family.
- E. **ZONING CODE CITATION:** §62.109(e) lists the conditions under which the Planning Commission may grant a permit to re-establish a nonconforming use.
- F. **HISTORY/DISCUSSION:** The original building permit from 1901 states that the building was built as a "double dwelling" with two addresses, 405 and 407 Charles. The AMANDA system lists the number of dwelling units as four. There is no other zoning history for this property.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 7 Council had not commented at the time this staff report was prepared.
- H. **FINDINGS:**
  1. The applicant, Yer Yang, purchased the home at 405-407 Charles as a four-plex. It is listed in Ramsey County property records as a four-plex. Due to unforeseen circumstances, the applicant was not able to renovate and occupy the house immediately following the purchase. The property is located in a one-family district and is thus non-conforming. It has been vacant for more than 365 days, which is why the applicant has come forward with an application for re-establishment of a non-conforming use as a four-plex.
  2. Section 62.109(e) states: *When a nonconforming use of a structure, or structure and land in combination, is discontinued or ceases to exist for a continuous period of three hundred sixty-five (365) days, the planning commission may permit the reestablishment of a nonconforming use if the commission makes the following findings:*
    - (1) *The structure, or structure and land in combination, cannot reasonably or economically be used for a conforming purpose.* This finding is met. The original building permit from 1901 states that the building was built as a "double dwelling" with two addresses, 405 and 407 Charles. It is not clear how many dwelling units were in the double dwelling. However, the 1955 Polk Directory lists two telephone numbers for each address at 405 and 407 Charles. Ramsey County lists the dwelling as a four-plex. The layout of the interior of the building suggests that the property was built as a four-plex in that the only access to the upstairs units from the downstairs is from common areas. Each unit is exactly 610 square feet, with one bedroom each.
    - (2) *The proposed use is equally appropriate or more appropriate to the district than the previous nonconforming use.* This finding is met. The previous non-conforming use was as a four-plex. This would not change the use.

- (3) *The proposed use will not be detrimental to the existing character of development in the immediate neighborhood or endanger the public health, safety, or general welfare.* This finding is met. A four-plex is a residential dwelling and is in keeping with the residential character of the immediate neighborhood. There is adequate parking for four units in the back, which will mitigate congestion in the public streets. The lot size is 5,000 square feet and the lot coverage is approximately 30 percent, which is less than the maximum lot coverage for residential districts of 35 percent. It will not endanger the public health, safety, or general welfare.
- (4) *The proposed use is consistent with the comprehensive plan.* This finding is met. The Comprehensive Plan calls for increased housing choices in Policy 1.1 of the housing chapter of the Comprehensive Plan (2010). The District 7 Plan (2007) calls for the preservation of the character of the neighborhood, particularly to, "promote the rehabilitation and preservation of older buildings," stated in Action 1 of Objective 3, Goal 3: Land Use and Zoning. In Goal 4: Housing, of the District 7 Plan, Objective 1, Action 3, states, "encourage housing rehabilitation to help maintain existing housing stock."
- (5) *A notarized petition of two-thirds of the property owners within one hundred (100) feet of the property has been submitted stating their support for the use.* This finding is met. The petition was found sufficient on August 10, 2012: 21 parcels eligible; 14 parcels required; 14 parcels signed.

I. **STAFF RECOMMENDATION:** Based on the findings above, staff recommends approval of the reestablishment of nonconforming use as a 4-plex at 405-407 Charles subject to the conditions that a certificate of occupancy is received for the units in the building and that four spaces are maintained for parking to the rear of the property.



**NONCONFORMING USE PERMIT APPLICATION**  
Department of Planning and Economic Development  
Zoning Section  
1400 City Hall Annex  
25 West Fourth Street  
Saint Paul, MN 55102-1634  
(651) 266-6589

Zoning Office Use Only  
File #: 12-093010  
Fee: 700.00  
Tentative Hearing Date:  
8-30-12

**APPLICANT**

Name Yer Yang PIN 362 923 240043  
Address 6260 Alden way NE  
City Fridley St. MN Zip 55432 Daytime Phone \_\_\_\_\_  
Name of Owner (if different) \_\_\_\_\_  
Contact Person (if different) Xu Yang Phone 763-957-9352  
763-291-1682

**PROPERTY LOCATION**

Address/Location: 405 & 407 Charles AVE St Paul, MN  
Legal Description 1-plex unit  
Current Zoning Single family zoning  
(attach additional sheet if necessary)

**TYPE OF PERMIT:** Application is hereby made for a Nonconforming Use Permit under provisions of Chapter 62, Section 109 of the Zoning Code:

- The permit is for: ☐ Change from one nonconforming use to another (para. c)  
☒ Re-establishment of a nonconforming use vacant for more than one year (para. e)  
☐ Establishment of legal nonconforming use status for use in existence at least 10 years (para. a)  
☐ Enlargement of a nonconforming use (para. d)

**SUPPORTING INFORMATION:** Supply the information that is applicable to your type of permit.

Present/Past Use 4-plex units

Proposed Use 4-plex unit

Attach additional sheets if necessary

CK 3082  
700<sup>00</sup>

Attachments as required ☒ Site Plan ☒ Consent Petition ☒ Affidavit

Applicant's Signature [Signature] Date 8/9/12 City Agent [Signature]

4960  
8-9-12

August 1, 2012

To Whom It May Concern:

I am writing today to explain the circumstances of why I have not completed the recommendations the City of Saint Paul has requested. In June of 2008 we purchased the house on 405&407 Charles Avenue from auction. At that time of sale, I intended to complete and fix all that was needed for compliance under City regulations, but to other unfortunate circumstances I was not able to make the repairs timely.

As we were renovating the house that fall, our property was broken into and everything was stolen. All the piping, furnaces and water heater were ripped out and we had to stop. As fall rolled into the winter of 2008, we found that it was too cold to work on the house and planned to start back up in spring of 2009. As the year started, I found myself in a tight spot financially and did not have the funds needed for the repairs. Mid-way through the year I was not able to make payments on my home in Fridley and it went into foreclosure. Since we were not able to catch up in payments we were frantic and started looking for another place to stay.

My financial problems did not stop there. As I was losing money on my vacant houses and the house on Charles because of the costly repairs and replacement of appliances I was not able to complete yet another year of renovations on the house on Charles.

That following year, April of 2010 my brother's house caught on fire and they moved in with us temporary until they were able to situate themselves. This along with everything else came as a shock and my whole family was in frantic mode. It took a while before my brother's house was fixed and by that time our two year notice was up and we then were forced out of my house on 7542 Van Buren Street and moved in temporary to the newly renovated house that was burnt to the ground.

It has been a real struggle for my family these past couple of years. We had to relocate and give up everything we knew for the past 15 years. I was not in the right mind frame nor did I have the funds to renovate the house on Charles.

In closing, I would like to take the time to say that in spite of all the unfortunate events, this year I find myself in better standing and would like to put my hard work and energy into making my house on Charles a success.

Please consider this a plea to allow me to continue renovating my house on Charles, as we have by now put in close to \$100,000.00 into renovating the house.

Thank you for your consideration and I hope to hear about your decision soon.

Sincerely,

Yer Yang  
763-957-9352







**SUMMARY INFORMATION SHEET  
FOR DUPLEX AND TRIPLEX COVERSION CASES**

Housing unit breakdown:	Existing	Proposed
Number of units	4	4
Number of bedrooms in each unit	3	
Unit 1	1	1
Unit 2	1	1
Unit 3	1	1
Unit 4	1	1
Size of each unit in square feet		
Unit 1	610 sqft	610 sqft
Unit 2	610 sqft	610 sqft
Unit 3	610 sqft	610 sqft
Unit 4	610 sqft	610 sqft
Debt:	<del>0</del>	<del>0</del>
Initial principal amount	0	0
Initial interest rate	0	0
Term of mortgage/debt financing	0	0
Time remaining on note	0	0
Balance on existing debt	0	0
Rehabilitation		
Type of improvements:		
Update appliances, flooring,		
walls, drywall's, window replacements		
Cabinets, bathrooms, update heating/		
AC, doors, roofing, & landscape		

**PRO FORMA INFORMATION SHEET  
FOR DUPLEX AND TRIPLEX CONVERSION CASES  
Continuation of Extra Units**

Required information	With Continuation of Extra Units in Structure 4	With Conversion of Structure to Legal Number of Units 1
<b>Income</b>		
Total monthly rent income for all units	\$ 2,200.00	1000.00
Monthly income from structure other than rent	0	0
Existing vacancy (if any)	4	1
Effective gross income (EGI) / month <sup>1</sup>	\$ 2,200.00 -	\$ 1000.00 -
<b>Effective Gross Income / year</b>	\$ 26,400.00 -	\$ 12,000.00 -
<b>Operating Expenses (Annual) <sup>2</sup></b>	\$ 9000.00 -	\$ 9000.00 -
Maintenance	\$ 2000.00 (yearly)	\$ 2000.00 (yearly)
Insurance	\$ 1,400.00 "	\$ 1,400.00 "
Utilities (only include amount paid by landlord)	\$ 3,500.00	3,500.00
Other (identify)	0.00	0.00
Taxes	\$ 1800.00 (estimated)	\$ 1800.00 (estimated)
<b>Net Operating Income (Annual) <sup>3</sup></b>	\$ 17,400.00 -	\$ 3000.00 -
Monthly debt / mortgage payment	0	0
<b>Annual debt payment</b>	\$ 0 -	\$ 0 -
<b>Rehab projects</b>		
Total cost of improvements	\$ 25,000.00	\$ 4000.00
Monthly rehab debt payment	0	0
<b>Annual rehab debt payment</b>	\$ 0 -	\$ 0 -
<b>Cash Flow: profit, (loss) <sup>4</sup></b>	\$ 17,400.00 -	\$ 3000.00 -

NOTE: 1. Effective Gross Income = (Total rent income) - (Vacancy, if there is any)

2. Operating expenses are the sum of the next five lines, incl maintenance, insurance, utilities, taxes and others

3. Net Operating Income = (Effective Gross Income) - (Operating Expenses)

4. Cash Flow = (Net Operating Income) - (Annual debt payments)

CITY OF SAINT PAUL

AFFIDAVIT OF PETITIONER FOR A CONDITIONAL  
USE PERMIT OR A NONCONFORMING USE  
PERMIT

STATE OF MINNESOTA)

SS

COUNTY OF RAMSEY)

The petitioner, Xu Yajcherthao, being first duly sworn, deposes and states that the consent petitioner is informed and believes the parties described on the consent petition are owners of the parcels of real estate described immediately before each name; each of the parties described on the consent petition is an owner of property within 100 feet of the subject property described in the petition; the consent petition contains signatures of owners of at least two-thirds (2/3) of all eligible properties within 100 feet of the subject property described in the petition; and the consent petition was signed by each said owner and the signatures are the true and correct signatures of each and all of the parties so described.

Xu Yajcherthao  
NAME

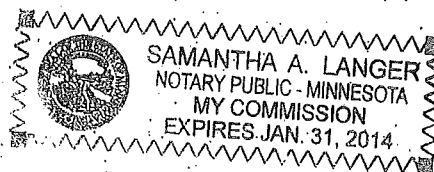
6260 Alden WAY NE Fridley, MN 55432  
ADDRESS

763-291-1686  
763-957-9352  
TELEPHONE NUMBER

Subscribed and sworn to before me this

9 day of August, 2012

Samantha Langer  
NOTARY PUBLIC



Xu Yang (763) 291-1686

## CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A  
NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of Xu Yang  
(name of applicant)

to establish a 4-Plex Unit  
(proposed use)

located at 405 & 407 Charles Ave. St Paul, MN 55103  
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

	ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
1	401 Charles	Xu Yang	[Signature]	8/1/12
2	419 Charles	Annette Clarke	[Signature]	8/1/12
3	406 Edmund Ave	Ying Chen-Yang-Hen	[Signature]	8/02/2012
	415 Charles	Wendy Gishias	[Signature]	8-4-12
4	396 Edmund	CHUADER XIONG	[Signature]	8-6-12
5	399 Charles	HOA HUYNH	[Signature]	8-6-12
6	402 Charles	Donna Hanson	[Signature]	8-6-12
7	411 Charles	Norma Robert Nakamura	[Signature]	8-7-12
	558 Arundel	Elise Probasco	[Signature]	8-7-12
	389 Charles	Ken Rhodes	[Signature]	8-9-12
8	402 Edmund	State of MN	[Signature]	8/9/12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

# CITY OF SAINT PAUL

## CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

A copy of the application of Yer Yang  
(name of applicant)

to establish a 4-Plex Unit  
(proposed use)

located at 405 & 407 Charles Ave. St Paul, MN 55103  
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
11 415 Charles Ave	Hua Ying Gao	Hua Ying Gao	08/04/2012

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(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

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	ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
10	404 Charles	Freedom Place	<i>[Signature]</i>	8/3/12

NOTE: All information on the upper portion of this form must be typed or printed.

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.



CITY OF SAINT PAUL

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419 Charles	Annette Clarke	[Signature]	8/1/12
406 Edmund Ave	Ying Chin-Yang-Hen	[Signature]	8/02/2012
415 Charles	Wendy Cristinas	[Signature]	8-4-12
396 Edmund	CHUADER XIONG	[Signature]	8-6-12
399 Charles	ADA HUYNH	[Signature]	8-6-12
402 Charles	Donna Handson	[Signature]	8-6-12
411 Charles	Norma Robes Halpinman	[Signature]	8-7-12
558 Arundel	Elise Probasco	[Signature]	8-7-12
389 Charles	Ken Rhodes	[Signature]	8-9-12
400 Edmund	Hu Nguyen	[Signature]	8-10-12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

my number: 651-398-1497

phone (763) 291-1686

CITY OF SAINT PAUL

CONSENT OF ADJOINING PROPERTY OWNERS FOR A  
NONCONFORMING USE PERMIT

We, the undersigned, owners of the property within 100 feet of the subject property acknowledge that we have been presented with the following:

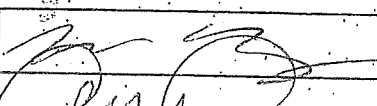
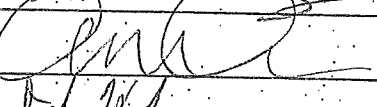
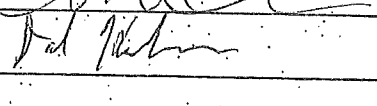
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located at 405 & 407 Charles Ave. St Paul, MN 55103  
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

We consent to the approval of this application as it was explained to us by the applicant or his/her representative.

ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
401 Charles	Ther Yang		8/1/12
419 Charles	Annette Clarke		8/1/12
12 395 Charles	David Knudsen		8/8/12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

# CITY OF SAINT PAUL

## CONSENT OF ADJOINING PROPERTY OWNERS FOR A NONCONFORMING USE PERMIT

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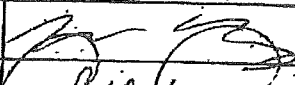
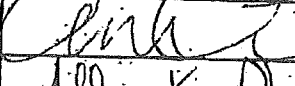
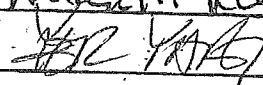
A copy of the application of Yer Yang  
(name of applicant)

to establish a 4-Plex Unit  
(proposed use)

located at 405 & 407 Charles Ave St Paul, MN 55103  
(address of property)

requiring a nonconforming use permit, along with any relevant site plans, diagrams, or other documentation.

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	ADDRESS OR PIN	RECORD OWNER	SIGNATURE	DATE
	401 Charles	Ther Yang		8/1/12
	419 Charles	Annette Clarke		8/1/12
14	410 Edmund	Bay Rite Companies	Allan K. Starnes	8/9/12
15	405 & 405 Charles	Yer Yang		8/9/12

NOTE: All information on the upper portion of this application must be completed prior to obtaining eligible signatures on this petition.

CONSENT OF ADJOINING PROPERTY OWNERS FOR A  
NONCONFORMING USE PERMIT

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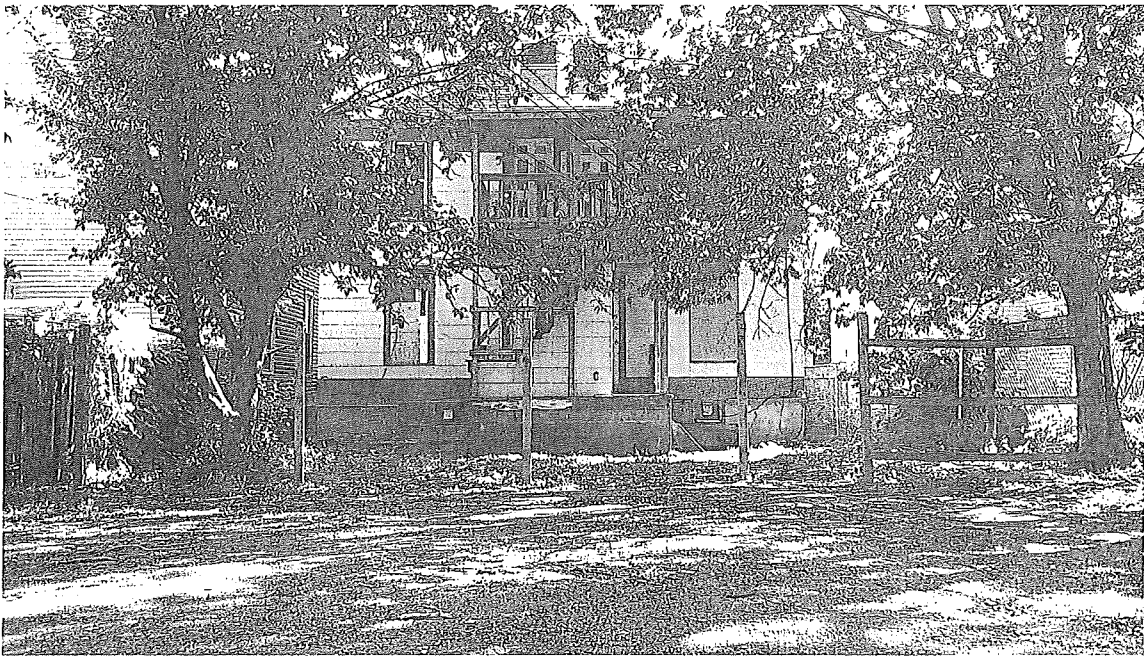
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9/08











APPLICANT YET YANG  
 PURPOSE RE-EST. NCUP  
 FILE # 12-093010 DATE 8-13-12  
 PLNG. DIST. 7 Land Use Map # 12  
 Zoning Map # 9

SCALE 1" = 400'

LEGEND

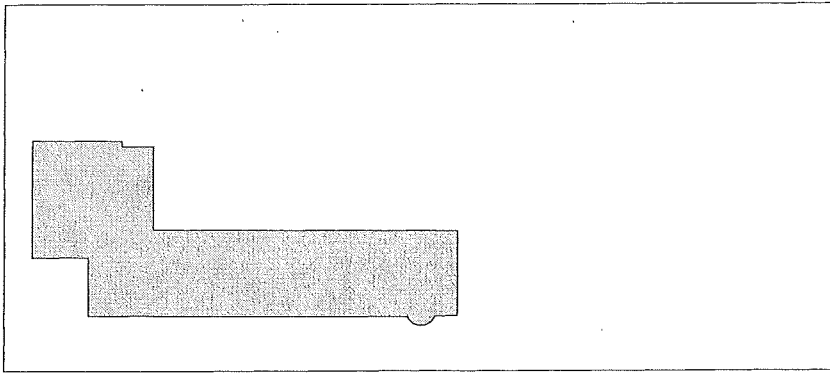
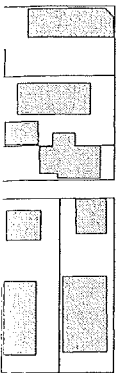
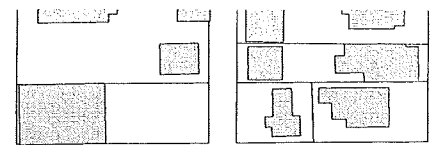
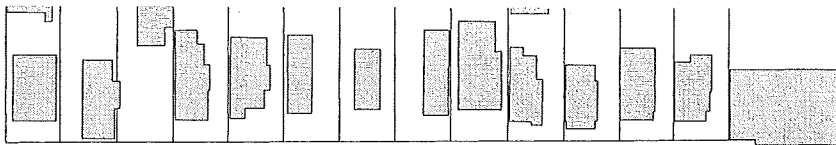
zoning district boundary  
 subject property

○ one family  
 ◐ two family  
 ◑ multiple family

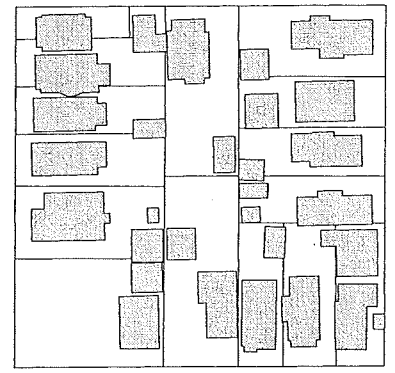
△ commercial  
 ◈ industrial  
 V vacant

north

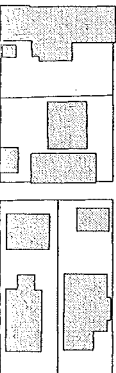




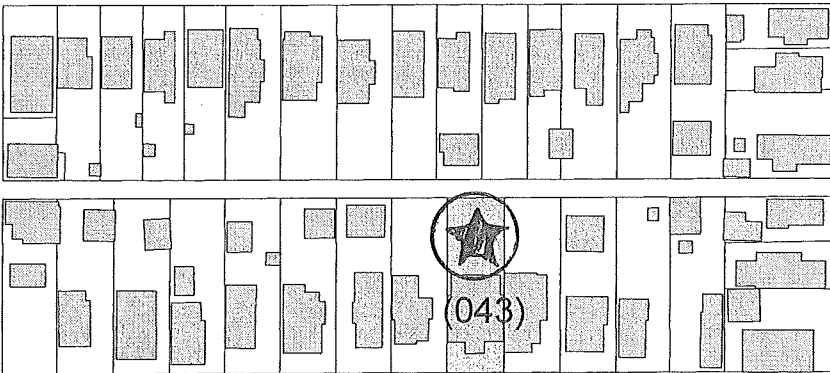
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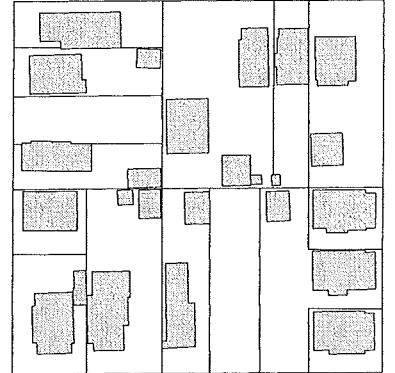
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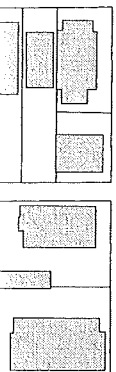


CHARLES

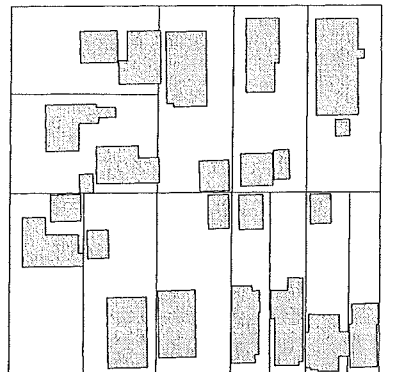


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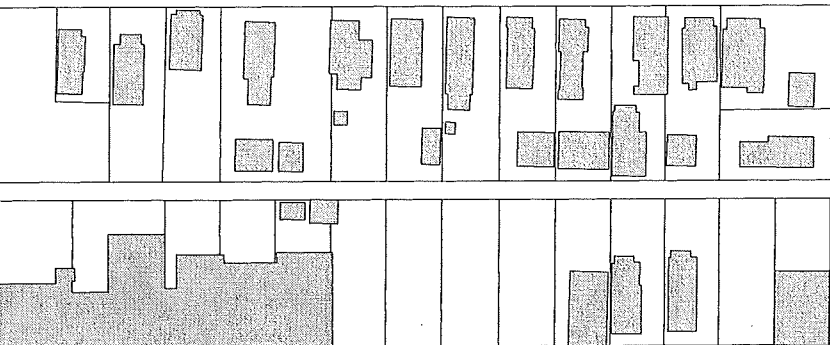
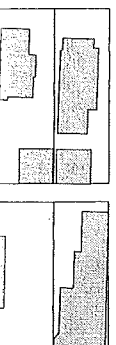
CHARLES



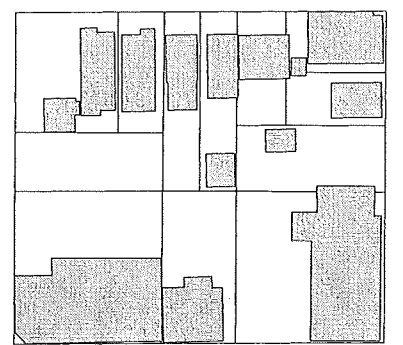
SHERBURNE



SHERBURNE



WESTERN



## ZONING COMMITTEE STAFF REPORT

1. **FILE NAME:** Pastor Irene Stockett **FILE #** 12-091-208  
2. **APPLICANT:** Pastor Irene Stockett **HEARING DATE:** August 30, 2012  
3. **TYPE OF APPLICATION:** Conditional Use Permit  
4. **LOCATION:** 1093 Edgerton St, between Jessamine and Magnolia  
5. **PIN & LEGAL DESCRIPTION:** 292922210145, Lanbergs Re arrangement Of B13 Lot 3  
6. **PLANNING DISTRICT:** 5 **PRESENT ZONING:** R4  
7. **ZONING CODE REFERENCE:** § 65.159 ; § 61.501; § 61.502  
8. **STAFF REPORT DATE:** August 15, 2012 **BY:** Kate Reilly  
9. **DATE RECEIVED:** August 7, 2012 **60-DAY DEADLINE FOR ACTION:** October 6, 2012
- 

- A. **PURPOSE:** Conditional Use Permit for transitional housing for up to 6 residents, including the owner, with modification to exceed the planning district density standard by two (2) residents
- B. **PARCEL SIZE:** 37 ft x 131 ft (including half the alley) lot totaling 4,847 sq. ft. or .11 acres
- C. **EXISTING LAND USE:** R-Duplex
- D. **SURROUNDING LAND USE:**  
The property is surrounded on all sides by one- and two-family residential structures. On the west side of the street, where the property is, it is zoned R4. On the east side of the street, opposite where the property is, it is zoned RT1.
- E. **ZONING CODE CITATION:** §65.159 lists standards and conditions for transitional housing facilities; §61.501 lists general conditions that must be met by all conditional uses; §61.502 authorizes the planning commission to modify any or all special conditions after making specified findings.
- F. **HISTORY/DISCUSSION:** This property has been a Category 2 vacant building since March of 2010. It last received a Certificate of Occupancy as a duplex in 2007. The applicant has a contract for deed to purchase the property from the current owner. The applicant applied for a Conditional Use Permit for this property in July (Z.F. 12-083-282) but that application was withdrawn.
- G. **DISTRICT COUNCIL RECOMMENDATION:** The District 5 Council recommended denial of the application.
- H. **FINDINGS:**
1. The applicant, Pastor Irene Stockett, wishes to establish this property as a transitional housing facility. The facility will house up to five single women that have completed programs at Minnesota Teen Challenge or are referred by South Metro Human Services as well as Pastor Stockett as the owner. The applicant will have a Group Residential Housing agreement with Ramsey County, which will help support the program. A resource center, life coaching, and meals will be provided for the residents. Residents will live in the property until they can find housing of their own.
  2. §65.159 lists six standards that transitional housing facilities must satisfy. Standards a), b), c), d), and e) apply in this case.
    - a) *In residential, traditional neighborhood and OS-B2 business districts, a conditional use permit is required for facilities serving more than four (4) adults facility residents and minor children in their care. This condition is met. The applicant has applied for a conditional use permit for five (5) residents and states that she will also live on site.*
    - b) *In RL-RT2 residential districts, the facility shall be a minimum distance of one thousand three hundred twenty (1,320) feet from any other transitional housing facility with more than four (4) adult facility residents, licensed community residential facility, emergency housing facility, shelter for battered persons with more than four (4) adult facility residents or overnight shelter. This condition is met. There are no other transitional housing facilities, licensed community residential facilities, emergency housing facilities,*

shelters for battered persons or overnight shelters within 1,320 feet of the property.

- c) *Except in B4-B5 business districts, the facility shall not be located in a planning district in which one (1) percent or more of the population lives in licensed community residential facilities, emergency housing facilities, shelters for battered persons with more than four (4) adult facility residents, overnight shelters, and/or transitional housing facilities with more than four (4) residents.* This condition is not met. According to records from the Department of Safety and Inspections and the Department of Planning and Economic Development there are six community residential facilities in District 5 with a total of 304 residents in those facilities. The 2010 population of District 5 is 30,700, one percent of which is 307, which is the capacity of the district for community residential facilities. This leaves a balance of three residents allowed in the district. The applicant is requesting five residents and one staff, or two more than the maximum. She has requested a modification of this requirement.
- d) *In RL-RT1 residential districts, the facility shall serve six (6) or fewer adult facility residents and minor children in their care.* This condition is met. The facility will serve five residents and be managed by the owner, who will also live in the facility.
- e) *In RL-RT2 residential districts, the facility shall not be located in a two-family or multiple-family dwelling unless it occupies the entire structure.* This condition is met. The home is a duplex and the entire structure will be used for transitional housing.

3. §61.501 lists five standards that all conditional uses must satisfy:

- a) *The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved by the city council.* This condition is met. The property falls within the Established Neighborhood designation on the Generalized Future Land Use Map, which is characterized as predominantly residential areas with single family and duplex homes, as well as some smaller scale multifamily housing.
- b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. The property is located in the middle of the block on Edgerton between Magnolia and Jessamine, with alley access to the rear of the property. There is a two-car garage with a parking pad for a total of three spaces behind the house.
- c) *The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.* This condition is met, as the property will house up to six residents, and it is surrounded by residential uses similar in terms of scale. In addition, the building was last used as a duplex and as such could have up to eight residents on site.
- d) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.* This condition is met. The proposed will put this formerly vacant home into use again.
- e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met. The applicant has agreed to comply with the Code Compliance Letter from the Department of Safety and Inspections.

4. The planning commission may approve modifications of special conditions when specific criteria of §61.502 are met: *strict application of such special conditions would unreasonably limit or prevent otherwise lawful use of a piece of property or an existing structure and would result in exceptional undue hardship to the owner of such property or structure; provided, that such modification will not impair the intent and purpose of such special condition and is consistent with health, morals and general welfare of the community and is consistent with*

*reasonable enjoyment of adjacent property.* This finding is met. Strict application of this condition would unreasonably limit or prevent otherwise lawful use of this property. A community residential facility with only three residents is not likely to be sustainable financially, and limiting the applicant to three residents would be unreasonable. In addition, the bulk of the beds in community residential facilities in District 5 are at the Union Gospel Mission. This location has a capacity of 260 beds in its facility, representing 85-percent of the beds available in District 5. This use is located in the far southwest of the district and is not proximate to the proposed use at 1093 Edgerton. The Union Gospel Mission facility is also located in an industrial zoning district and not in a residential zoning district. Having these beds in a corner of the district in an industrial zone does not over-concentrate the residential portion of the district, which is the intent of the condition that only one percent of residents in the district live in these types of facilities. This modification will not impair the intent and purpose of this condition.

- I. **STAFF RECOMMENDATION:** Based on the above findings, staff recommends approval of the Conditional Use Permit for transitional housing for five facility residents and a resident owner/manager, with modification to exceed the planning district density standard by two (2) residents at 1093 Edgerton Street subject to the conditions that all deficiencies listed in the April 26, 2012 Code Compliance Report issued by the Department of Safety and Inspections are corrected; that a certificate of occupancy be issued for the property; and that the owner/manager of the facility continues to live on the premises.

**CONDITIONAL USE PERMIT APPLICATION**

Department of Planning and Economic Development  
Zoning Section  
1400 City Hall Annex  
25 West Fourth Street  
Saint Paul, MN 55102-1634  
(651) 266-6589

Zoning Office Use Only

File #: 12-091208

Fee: \_\_\_\_\_

Tentative Hearing Date: 8-30-12

PD = 5

292922210145

**APPLICANT**Name Pastor Irene StockettAddress PO BOX 65342City Saint Paul St. MN Zip 55165 Daytime Phone 651-315-9221Name of Owner (if different) Eh Pooled, PO Box 14525 Austin, TX

Contact Person (if different) \_\_\_\_\_ Phone \_\_\_\_\_

**PROPERTY  
LOCATION**Address/Location 1093 Edgerton Saint Paul, MN 55117Legal Description LANBERGS RE-ARRANGEMENT OF BLOCK 13, BEAUPRE & KELLY'S  
ADDITION LOT 3Current Zoning R4

**TYPE OF PERMIT:** Application is hereby made for a Conditional Use Permit under provisions of  
Chapter 65, Section 159, Paragraph \_\_\_\_\_, of the Zoning Code.

**SUPPORTING INFORMATION:** Explain how the use will meet all of the applicable standards and conditions. If you are requesting modification of any special conditions or standards for a conditional use, explain why the modification is needed and how it meets the requirements for modification of special conditions in Section 61.502 of the Zoning Code. Attach additional sheets if necessary.

Requesting a modification of condition (c) of Sec. 65.159 Transitional housing facility.

☐ Required Site Plan is attached

Applicant's Signature

Date

8-7-12

City Agent

July 12, 2012

St. Paul Zoning Commission  
St. Paul City Hall  
15 Kellogg Boulevard  
St. Paul, MN 55102

RE: 1093 Edgerton, St. Paul, MN

Dear Commissioners:

I will be residing at the home located at 1093 Edgerton in St. Paul which I have purchased this home (contract for deed). Being a single lady, those residing in this home along with me will be single ladies. This will be transitional housing for single women that have completed their program at Teen Challenge, or referred by South Metro Human Services and other programs. Women from Teen Challenge will have completed a CD program and will be employed; which is part of their program graduation requirements.

These ladies will be paying for their own room. These women need a place to start their new path in life while they explore employment opportunities. South Metro Human Services provide services through its case managers and refer clients to resources such as my transitional home. GRH funding will provide support for those from South Metro Human Services/other programs until gainful employment is attained.

The primary need for these ladies is room and board and my transitional home will meet these needs by providing shelter, along with breakfast, a bag lunch and a hot supper. Please remember that even though there is no programming provided in my home, I will be assisting them with organizing external services and encouraging them to advance themselves through productive activities outside the residence – while referring them to community service organizations where they will learn social and professional skills for success and self-sufficiency.

There is a dire need for housing that will provide adult women in need of a safe and clean home to live. I am adapt in working with ladies as my focus for the past few years has been on women facing these daily challenges. My goal is to offer a safe, supportive, faith-based homelike environment for these ladies.

Sincerely,

Pastor Irene Stockett

Talitha Cumi Women's Home  
(*Restoring Foundations of Hope*)  
651-315-9221

Seller Tanaka 10/11/11  
Signature Chen

June 20, 1912  
Thank  
Wm. H. Harkness



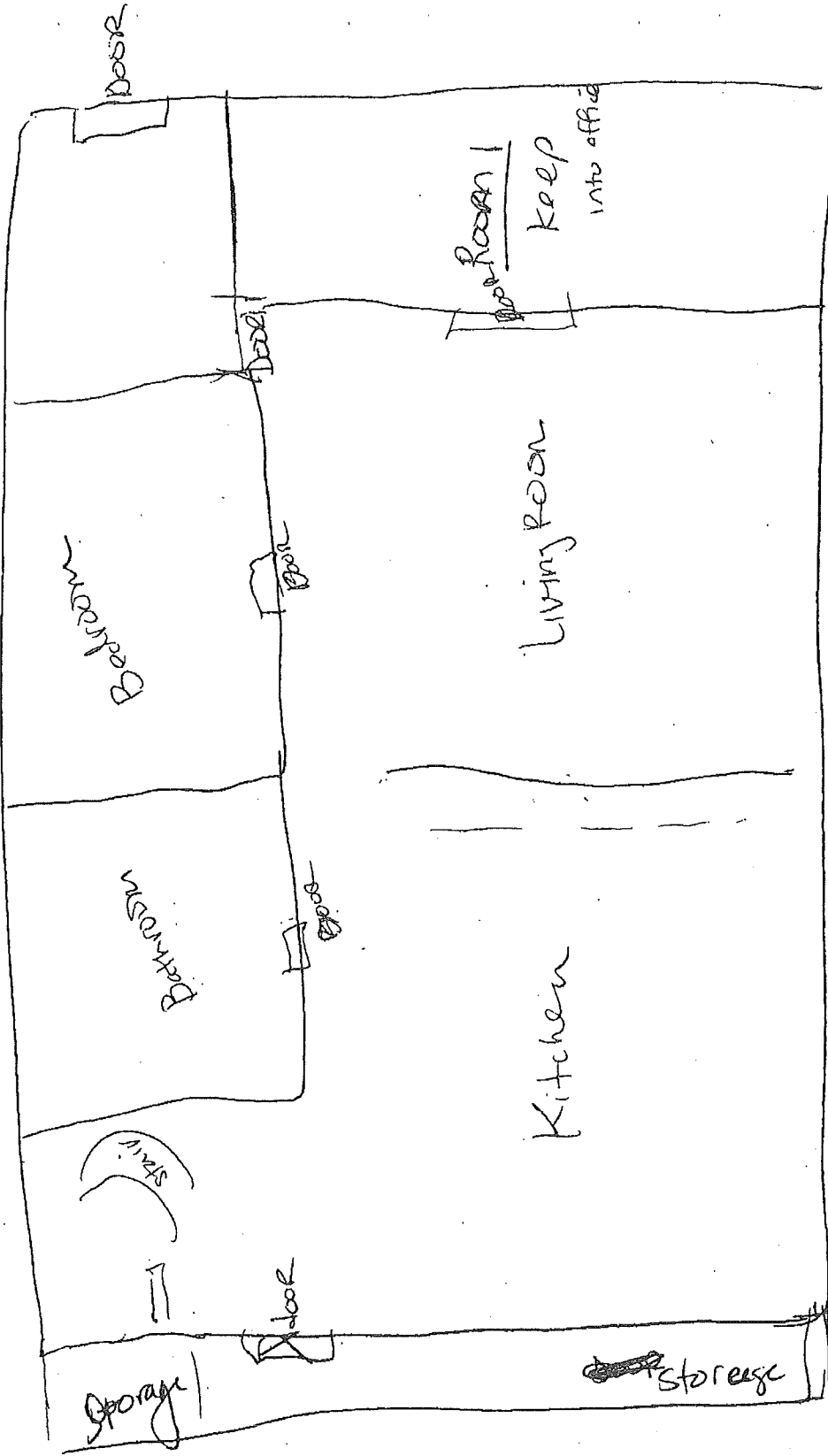
**FINANCING ADDENDUM  
CONTRACT FOR DEED**

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1. Date June 20, 2012  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated June 20, 2012,  
4. pertaining to the purchase and sale of the property at 1093 Edgerton St, St Paul, MN  
5. LO: Lanbergs Re-arrangement of BLK 13 Beaupre & Kelly's  
Addition Lot 3  
6. TYPE OF CONTRACT: ☐ Contract for Deed ☒ Contract for Deed with Assumption of Financing  
7. (See attached Financing Addendum Assumption.)  
8. CONTRACT TERMS: 2 years - buyer will finance the property.  
9. Contract for Deed between: Irene Stockett and Sisters Investments  
10. \$ 110,000 by Minnesota Uniform Contract for Deed Blank, (a partial copy of standard clauses are  
11. on the reverse side) between Seller and Buyer, payable in installments of \$ 878.26 per month  
12. or more at the option of the Buyer, including interest at the rate of 8% percent (%) per annum computed  
13. on unpaid balances. Interest shall begin on 8/1/12, 20 12. First payment shall be due and payable  
14. on 8/1/12, 20 12, and subsequent payments shall be due and payable on 15 day of each  
15. succeeding month. Payments shall be credited first to interest and remainder to principal. The entire balance of this  
16. contract shall be due and payable in full no later than 8/1/14, 20 14. The final payment ☒ IS ☐ IS NOT a  
(Check one.)  
17. balloon payment.  
18. Existing Mortgage(s)/Contract(s) for Deed Not Being Assumed by Buyer and Not Being Paid Off:  
19. (If not applicable, strike lines 20-26.)  
20. It is understood there is now a Mortgage(s) and/or Contract(s) For Deed encumbering said property which  
21. ☐ DOES ☒ DOES NOT have a due-on-sale clause, with an unpaid balance of approximately  
(Check one.)  
22. \$ \_\_\_\_\_ by Mortgage(s) **NOTE: If answer is DOES, seek competent legal advice**  
23. \$ \_\_\_\_\_ by Contract(s) for Deed  
24. which Mortgage(s) and/or Contract(s) for Deed Buyer does not assume nor agree to pay but which is to be paid according  
25. to its terms by Seller. In the event Seller fails to make the required payments thereunder, Buyer shall have the right to  
26. make said payments and deduct all amounts paid from payments next due under this Contract for Deed.  
27. Credit Approval: Buyer shall furnish to Seller, for Seller's approval, a signed financial statement within five (5)  
28. business days after acceptance of this Purchase Agreement. Buyer authorizes Seller to conduct credit checks at  
29. Seller's expense. Buyer further agrees to sign documents necessary for Seller to obtain the financial information. Seller  
30. has \_\_\_\_\_ days after receipt of the financial statement from Buyer to approve Buyer. In the event Seller does  
31. not approve Buyer, Seller shall immediately notify Buyer in writing and this Purchase Agreement is canceled. Buyer  
32. and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing  
33. all earnest money paid hereunder to be refunded to Buyer.  
34. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).  
35. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

1<sup>st</sup> Floor



June 20, 2012

Buyer's List

515 one time

Seller Initial

Signature

FINANCING ADDENDUM  
CONTRACT FOR DEED

72. Page \_\_\_\_\_

73. Property located at 1093 Edgerton St

74. ☒ **Seller Refinance:**

75. ☒ ☐ Seller reserves the right to refinance at any time at Seller's sole expense which shall  
76. ☒ ☐ not by its terms exceed the contract balance at any time, and Buyer agrees to sign the necessary  
77. ☒ ☐ papers.

78. ☒ **Furnishing of Labor or Materials:**

79. ☒ ☐ Buyer shall not, during the term of this contract, cause any material to be delivered or labor to be  
80. ☒ ☐ performed upon any part of the property covered by this contract which exceeds the cost of  
81. ☒ ☐ \$ 5,000.00, unless Buyer first obtains the written consent of Seller. Buyer further  
82. ☒ ☐ agrees to indemnify and hold harmless Seller against all claims for labor and materials or services  
83. ☒ ☐ made against the property covered by this Contract for Deed and for the costs of enforcing this  
84. ☒ ☐ indemnification, including reasonable attorneys' fees.

85. For further terms, use attached addendum.

86. unavailable 6/20/12 [Signature] 6/20/12  
(Seller) (Date) (Buyer) (Date)

87. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

88. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
89. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

FOR INFORMATIONAL PURPOSES ONLY THIS IS A PARTIAL REPRINT OF MINNESOTA UNIFORM  
CONTRACT FOR DEED BLANK WHICH WILL BE USED AT CLOSING

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

7. PROPERTY INSURANCE.

(a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of \$110,000. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY

(a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8(a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY

(a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

145. Property located at 1093 Edgerton St., St. Paul, MN 55130

146. 10. INSURANCE GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to  
147. paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business  
148. in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times  
149. while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days  
150. written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall  
151. deliver to Seller a duplicate original or certificate of such insurance policy or policies.

152. 11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under the  
153. power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such  
154. condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under  
155. this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued  
156. interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such  
157. payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount  
158. of such installments. The balance, if any, shall be the property of Purchasers.

159. 12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures  
160. now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers  
161. shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse  
162. claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall  
163. pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any  
164. such liens or adverse claims.

165. 13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract,  
166. pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage  
167. registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract;  
168. however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually  
169. paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.

170. 14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such  
171. assignment shall promptly be furnished to the non-assigning party.

172. 15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this  
173. contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the  
174. same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance  
175. shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due  
176. Seller under this contract. If there now exists, or if Seller hereafter creates suffers or permits to accrue, any mortgage,  
177. contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers,  
178. and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if  
179. Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid  
180. from the installment(s) next coming due under this contract.

181. 16. DEFAULT The time of performance by Purchasers of the terms of this contract is an essential part of this contract.  
182. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare  
183. this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and  
184. interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon  
185. the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages  
186. for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder  
187. nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner  
188. affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall  
189. be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period  
190. allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall  
191. be entitled to possession of the Property until the expiration of such period.

192. 17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors  
193. in interest.

194. 18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or  
195. construe the contents of such paragraphs.

196. 19. ASSESSMENTS BY OWNER'S ASSOCIATION. If the Property is subject to a recorded declaration providing for  
197. assessments to be levied against the Property by any owners' association, which assessments may become a lien  
198. against the Property if not paid, then:  
199. (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other  
200. governing body as required by the provisions of the declaration or other related documents; and  
201. (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended  
202. coverage perils and such other hazards and in such amounts as are required by this contract, then:  
203. (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied;  
204. and  
205. (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be  
206. superceded by the provisions of the declaration or other related documents; and  
207. (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured  
208. casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall  
209. be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to  
210. Purchasers.

# ADDENDUM TO PURCHASE AGREEMENT

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1. Date June 20, 2012

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated June 20, 2012, pertaining to the  
4. purchase and sale of the property at 1093 Edgerton St, St Paul MN  
5. ① Lanbergs - re-arrangement of BLK 13 Beaupre +  
6. Kelly's Addition LOT 3

7. \_\_\_\_\_  
8. ③ Seller willing to sell and buyer willing to buy  
9. this property stating above address.

10. \_\_\_\_\_  
11. ③ Buyer putting \$5000 down, as 6/20/2012 buyer  
12. paying \$10000 still \$14000 will payable as  
13. installment loan of \$334 = starting by Sept 1, 2012.  
14. monthly

15. ⑤ Note: Seller will repair and complete this property  
16. for buyer by Sept 1, 2012 and all material will  
17. be standard

18. \_\_\_\_\_  
19. ⑤ If the property did not complete by Sept 1, 2012  
20. seller will responsible for the \$1200 from city account  
21. fee.

22. ⑥ Out side of house = ① will paint and fix all broken window  
23. and paint the house. ② Garage - paint and fix all broken  
24. window.

25. ⑦ Inside of the house = will remodel kitchen 1<sup>st</sup> floor by  
26. adding moving the bathroom to the other side next to the bedroom.

27. ⑧ Up stairs - will move the kitchen out and turn into a  
28. bedroom and turn the living into a bedroom.

29. ⑨ Diagram attach:

30. \_\_\_\_\_

31. inaoralle  
(Seller)

6/20/12  
(Date)

Pastor Brent Stockert  
(Buyer)

6-20-12  
(Date)

32. \_\_\_\_\_

(Seller)

(Date)

(Buyer)

(Date)

33. \_\_\_\_\_

34. \_\_\_\_\_

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

# State of Minnesota

## SECRETARY OF STATE

### CERTIFICATE OF INCORPORATION

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

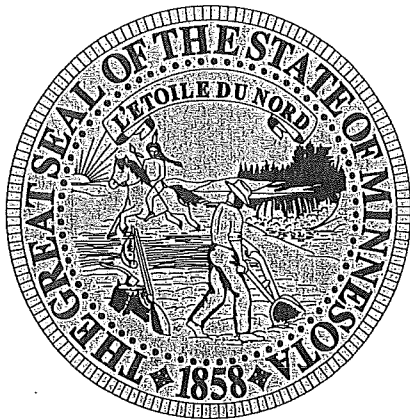
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Talitha Cumi Women's Home

Corporate Charter Number: 3912944-2

Chapter Formed Under: 317A

This certificate has been issued on 07/13/2010.



*Mark Ritchie*  
Secretary of State.





CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220  
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-9124  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

## Code Compliance Report

April 26, 2012

EH Pooled 1210 LP  
1901 BRAKER LN W STE D-200  
AUSTIN TX 78758

**\* \* This Report must be Posted  
on the Job Site \* \***

Re: 1093 Edgerton St  
File#: 10 119680 VB2

Dear Property Owner:

The following is the Code Compliance report you requested on April 03, 2012.

Please be advised that this report is accurate and correct as of the date April 26, 2012. All deficiencies identified by the City after this date must also be corrected and all codes and ordinances must be complied with. This report is valid for 365 days from April 26, 2012. This report may be used in lieu of a Truth in Housing Report required in St Paul Legislative Code 189. This building must be properly secured and the property maintained at all times.

In order to sell or reoccupy this property the following deficiencies must be corrected:

**BUILDING**                      **Inspector: Jim Seeger**                      **Phone: 651-266-9046**

- Remove or encapsulate asbestos in an approved manner.
- Install handrails (34 inches - 38 inches above each nosing) and guardrails (36 inch minimum) at all stairways, and return hand rail ends into a newel post or wall per attachment.
- Provide complete storms and screens, in good repair for all door and window openings.
- Provide functional hardware at all doors and windows
- Exit doors shall be capable of being opened from the inside, easily and without the use of a key. Remove all surface bolts.
- Repair or replace damaged doors and frames as necessary, including storm doors.
- Weather seal exterior doors, threshold and weather-stripping.
- Install floor covering in bathroom and kitchen that is impervious to water.
- Repair walls, ceiling and floors throughout, as necessary.
- Prepare and paint interior and exterior as necessary. Observe necessary abatement procedures (EPA, MPCA and St. Paul Legislative Code, Chapter 34 for additional information) if lead base paint is present.
- Provide fire block construction as necessary and seal chases in basement ceiling.
- Air-seal and insulate attic/access door.

Re: 1093 Edgerton St  
April 26, 2012  
Page 2

**BUILDING**

**Inspector: Jim Seeger**

**Phone: 651-266-9046**

- Install Smoke Detectors/Carbon Monoxide Detectors per MN Conservation Code and the MN Dept. of Labor and Industry: Install per code where feasible. Second floor bedrooms to be hardwired and interconnected.
- Provide major clean-up of premises.
- Provide weather sealed, air sealed and vermin sealed exterior.
- Repair siding, soffit, fascia, trim, etc. as necessary.
- Install downspouts and a complete gutter system.
- Install rain leaders to direct drainage away from foundation.
- Install flashing in an approved manner at the intersection of the roof with walls, chimneys, and other conjoined surfaces.
- Provide general rehabilitation of garage.
- Install address numbers visible from street and on the alley side of garage.
- Provide ground cover capable of controlling sediment and erosion.
- Review all applicable codes & policies when replacing windows including egress windows for sleeping rooms.
- Openings in stair risers must be less than 4 inches.
- Grade must drain away from foundation of dwelling. Maintain 6 inch clearance between wood and soil.
- Remove trees and fill from against garage siding and provide proper clearance from siding to grade and slope grading away from garage.
- Replace garage service door bottom garage door panel and decayed siding and trim.
- Remove rear sidewalk from against rear of house and lower sidewalk below the top of rear foundation 6 inches and provide soil retention and slope to remove water from rear area. Also provide landing and steps for rear entry.
- Remove trees from against house and garage and kill roots and stump.
- Insulate front porch ceiling, walls and floor to code in living area.
- Install tempered glass in window over first floor bathtub and second floor bathtub.
- Replace rear stair handrail and guardrail to code.
- Install basement handrail and guardrail to code.
- Install rear second floor deck guardrail to code.
- Install tempered glass in window at side wall of front stairs.
- Replace front steps at house to code, old step deteriorated and top step to high into porch.
- Replace all man made floor covering in house.
- A building permit is required to correct the above deficiencies.

**ELECTRICAL**

**Inspector: Dave Blank**

**Phone: 651-266-9032**

- Ground the electrical service to the water service with a copper conductor within 5 feet of the entrance point of the water service
- Bond around water meter with a copper wire sized for the electrical service per Article 250 of the NEC
- Verify/install a separate 20 ampere laundry circuit and a separate 20 ampere kitchen appliance circuit.

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**ELECTRICAL**      **Inspector: Dave Blank**      **Phone: 651-266-9032**

- Close openings in junction boxes with knockout seals and/or junction box covers
- Provide one (1) light for each 200 square feet in unfinished basement. One light must be switched on from the top of the stairs
- Repair or Replace all broken, missing or loose light fixtures, switches and outlets, covers and plates
- Check all outlets for proper polarity and verify ground on 3-prong outlets. No power at time of inspection.
- Remove any 3-wire ungrounded outlets and replace with 2-wire or ground 3-wire to code
- Install hard-wired, battery backup smoke detector per bulletin 80-1 and other smoke detectors as required by the IRC. Also, Install carbon monoxide detector(s) within 10 feet of all bedrooms
- Properly wire exterior lights at back door
- Remove and or/ re-wire all illegal, improper or hazardous wiring in basement/garage
- Replace all painted-over receptacles.
- Install front room light fixture to NEC standards.
- Add receptacle outlet in upper level north bedroom ARC fault.
- Provide main breaker retention for service.
- Based on repair list purchase permit for 14 circuits.
- All added receptacles must be grounded, tamper-resistant and be on an Arc-Fault Circuit Interrupter-protected circuit.
- Any open walls or walls that are opened as part of this project must be wired to the standards of the current NEC.
- All buildings on the property must meet the St. Paul Property Maintenance Code (Bulletin 80-1).
- All electrical work must be done by a Minnesota-licensed electrical contractor under an electrical permit.

**PLUMBING**      **Inspector: Rick Jacobs**      **Phone: 651-266-9054**

- Basement - Water Heater - No gas shut off or gas piping incorrect (IFGC 402.1)
- Basement - Water Heater - T and P relief discharge piping incorrect (MPC 2210 Subp. 4)
- Basement - Water Heater - Vent must be in chimney liner (IFGC 501.12)
- Basement - Water Heater - Water piping incorrect (MPC 1730 Subp. 1)
- Basement - Water Heater - gas venting incorrect (IFGC 503)
- Basement - Water Heater - not fired or in service (MPC 2180)
- Basement - Water Meter - corroded piping; incorrect piping (MPC 0200 0.)
- Basement - Water Meter - meter is removed or not in service (MPC 4715.1700)
- Basement - Water Meter - meter needs repair or is broken
- Basement - Water Meter - raise meter to a minimum 12 inches above floor (MPC 2280)
- Basement - Water Meter - service valves not functional or correct (MPC 1800 Subp 3,4)
- Basement - Water Meter - support meter properly (MPC 2280)
- Basement - Water Piping - provide water piping to all fixtures and appliances (MPC 1700)
- Basement - Water Piping - replace missing water piping to code.

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**PLUMBING**

**Inspector: Rick Jacobs**

**Phone: 651-266-9054**

- Basement - Water Piping - repair or replace all corroded, broken or leaking piping (MPC 4715.1720)
- Basement - Water Piping - run 1 inch water line from meter to first major take off (SPRWS Water Code)
- Basement - Gas Piping - remove any unused gas piping and cap or plug at the main.
- Basement - Gas Piping - dryer gas shutoff; connector or piping incorrect (IFGC 402.1)
- Basement - Gas Piping - replace corroded piping (IFGC 406.1.2)
- Basement - Gas Piping - replace improper piping or fittings (IFGC 406.1.2)
- Basement - Gas Piping - run dryer vent to code (IFGC 613.1 - IMC 604.1)
- Basement - Soil and Waste Piping - improper connections, transitions, fittings or pipe usage (MPC 2420)
- Basement - Soil and Waste Piping - improper pipe supports (MPC 1430 Subp. 4)
- Basement - Soil and Waste Piping - no front sewer clean out (MPC 1000)
- Basement - Soil and Waste Piping - no soil stack base clean out
- Basement - Soil and Waste Piping - replace corroded cast iron or steel waste piping (MPC 0200)
- Basement - Soil and Waste Piping - replace the floor drain cover or clean out plug (MPC 1300)
- Basement - Soil and Waste Piping - unplugged or open piping; back pitched piping (MPC 1000)
- Basement - Laundry Stand Pipe- incorrectly vented (MPC 2500)
- Basement - Laundry Tub Stand Pipe- provide a vacuum breaker for the spout (MPC 2000 B)
- Basement - Laundry Tub - Stand Pipe waste incorrect (MPC 2300)
- First Floor - Lavatory - properly support the lavatory to the wall.
- First Floor - Gas Piping - range gas shut off; connector or piping incorrect (IFGC 411 1.3.3)
- First Floor - Lavatory - waste incorrect (MPC 2300)
- First Floor - Sink - unvented (MPC 0200. E)
- First Floor - Sink - waste incorrect (MPC 2300)
- First Floor - Sink - water piping incorrect (MPC 0200 P.)
- First Floor - Toilet Facilities - fixture is broken or parts missing (MPC 0200 0.)
- First Floor - Toilet Facilities - incorrectly vented (MPC 2500)
- First Floor - Toilet Facilities - waste incorrect (MPC 2300)
- First Floor - Tub and Shower - faucet is missing, broken or parts missing (MPC 0200. P.)
- First Floor - Tub and Shower - provide anti-scald valve (MPC 1380. Subp. 5)
- First Floor - Tub and Shower - provide stopper (MPC 1240)
- First Floor - Tub and Shower - replace waste and overflow (MPC 1240)
- First and Second Floor - Tub and Shower - improper faucet air gap.
- First and Second Floor - Toilet - reset toilet on firm base.
- Second Floor - Gas Piping - range gas shut off; connector or piping incorrect (IFGC 411 1.3.3)
- Second Floor - Sink - waste incorrect (MPC 2300)
- Second Floor - Sink - water piping incorrect (MPC 0200 P.)
- Second Floor - Toilet Facilities - waste incorrect (MPC 2300)

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**PLUMBING**                      **Inspector: Rick Jacobs**                      **Phone: 651-266-9054**

- Second Floor - Toilet Facilities - water piping incorrect (MPC 0200 P.)
- Second Floor - Tub and Shower - Provide access (MPC 0900)
- Second Floor - Tub and Shower - faucet is missing, broken or parts missing (MPC 0200. P.)
- Second Floor - Tub and Shower - provide anti-scald valve (MPC 1380. Subp. 5)
- Second Floor - Tub and Shower - provide stopper (MPC 1240)
- Second Floor - Tub and Shower - replace waste and overflow (MPC 1240)
- Second Floor - Tub and Shower - water piping incorrect (MPC 0200 P.)
- Exterior - Lawn Hydrants - Broken or parts missing (MPC 0200 K)
- Exterior - Lawn Hydrants - Requires backflow assembly or device (MPC 2000)
- Obtain plumbing permits prior to commencement of work.

**HEATING**                      **Inspector: Maureen Hanson**                      **Phone: 651-266-9043**

- Clean and Orsat test furnace burner. Check all controls for proper operation. Check furnace heat exchanger for leak; provide documentation from a licensed contractor that the heating unit is safe
- Install approved metal chimney liner
- Connect furnace and water heater venting into chimney liner
- Provide adequate clearance from flue vent pipe on furnace to combustible materials or provide approved shielding according to code
- Vent clothes dryer to code
- Provide adequate combustion air and support duct to code
- Provide support for gas lines to code
- Plug, cap and/or remove all disconnected gas lines and unapproved valves.
- Provide a window in the bathrooms with an aggregate glazing area of not less than 3 square feet, one-half of which must be openable or provide exhaust system vented to outside. A mechanical ventilation permit is required if an exhaust system is installed.
- All supply and return ducts for warm air heating system must be clean before final approval for occupancy. Provide access for inspection of inside of ducts or provide documentation from a licensed duct-cleaning contractor that the duct system has been cleaned.
- Repair and/or replace heating registers as necessary
- Provide heat in every habitable room and bathrooms
- Undercut doors one inch above finished floor to rooms without ducted return air.
- Mechanical gas permit is required for the above work.

**ZONING**

1. This property is in a(n) R4 zoning district.
2. This property was inspected as a Single Family Dwelling.

**This property was inspected as a Duplex which is not permitted in this zoning district; this property may be a non-conforming use and will require zoning approval before a sale can be approved, any permits may be issued or any work on the property is started.**

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**Notes:**

- See attachment for permit requirements and appeals procedure.
- Most of the roof covering could not be inspected from grade. Recommend this be done before rehabilitation is attempted.
- The building is approved for 1 dwelling unit but contains 2 dwelling units. Obtain approval for additional units or remove the excess dwelling units. If the additional units are approved, maintain the required fire-separation between dwelling units and between units and common area.

**This is a registered vacant building. In order to sell or reoccupy this building, all deficiencies listed on this code compliance report must be corrected in accordance with the Minimum Housing Standards of the St. Paul Legislative Code (Chapter 34) and all required permits must receive final approval within six (6) months of the date of this report. One (1) six-month time extension may be requested by the owner and will be considered if it can be shown that the code compliance work is proceeding and is more than fifty (50) percent complete in accordance with Legislative Code Section 33.03(f).**

You may file an appeal to this notice by contacting the City Clerk's Office at 651-266-8688. Any appeal must be made in writing within 10 days of this notice. (You must submit a copy of this notice when you appeal, and pay a filing fee.)

If you have any questions regarding this inspection report, please contact Jim Seeger between 7:30 - 9:00 AM at 651-266-9046 or leave a voice mail message.

Sincerely,

James L. Seeger  
Code Compliance Officer  
Department of Safety and Inspections  
City of Saint Paul  
375 Jackson Street, Suite 220  
Saint Paul MN 55101  
Phone: 651-266-9046  
Email: james.seeger@ci.stpaul.mn.us

JLS:ml  
Attachments

# PAYNE PHALEN DISTRICT FIVE PLANNING COUNCIL

STRONG  SAFE  WELCOMING  CONNECTED  NEIGHBORHOODS

August 23, 2012

Chair Nelson and Members of the Zoning Committee  
Zoning Committee of the Saint Paul Planning Commission  
City Council Chambers, Room #300  
Third Floor City Hall Saint Paul, Minnesota

**Re: 1093 Edgerton Street, Applicant, Pastor Irene Stockett.  
Conditional Use Permit for transitional housing for up to 6 residents, including the owner, with  
modification to exceed planning district density standard by 2 residents.**

Dear Chair Nelson and Members of the Zoning Committee:

The Payne Phalen District Five Planning Council Community Planning and Economic Development Committee (CPED) met on August 8<sup>th</sup>, 2012. The above referenced matter affecting 1093 Edgerton was on the agenda.

The neighborhood surrounding this address was notified of the meeting and three residents came to give input on the issue. The applicant had offered prior notice to CPED that she could not attend the meeting due to her work schedule. No alternative representative was sent to the meeting.

Discussion of the application, supporting materials and neighborhood input raised several issues.

- The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved by the city council.

*This application requests a modification to exceed the density standard for district transitional housing. Other Saint Paul districts are far below their established caps for transitional housing density. Payne Phalen is close to capacity.*

- The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.

*On-street parking is congested and the house is situated on a hill. There is not enough room for a parking pad to accommodate parking for six adults.*

- The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.

506 KENNY ROAD, SUITE 130, SAINT PAUL, MINNESOTA 55130-4554

TEL # (651) 774-5234  FAX # (651) 774-9745

E-MAIL: DISTRICT5@PAYNEPHALEN.ORG

WWW.PAYNEPHALEN.ORG

*This transitional housing seems ill-suited to this environment. This specific area of Payne Phalen experiences stresses that affect quality of life in the neighborhood including vacant housing, nuisance crime, and illegal drug trafficking and other quality of life crimes.*

- The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

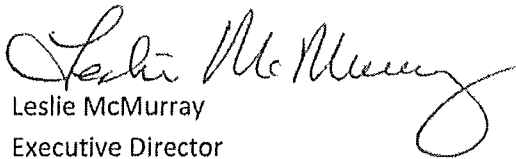
*To exceed the density cap in Payne Phalen does not improve the neighborhood.*

- The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

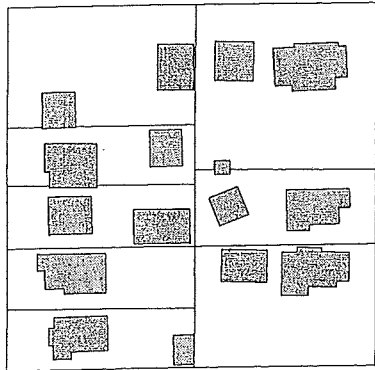
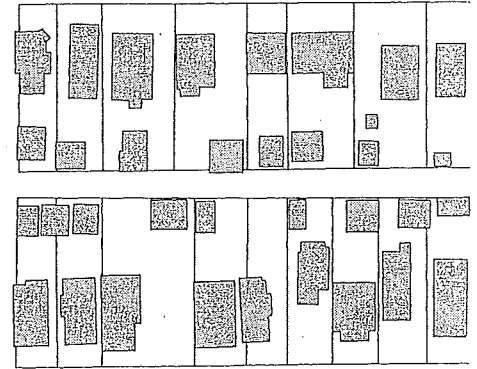
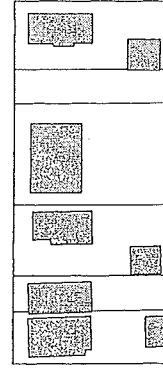
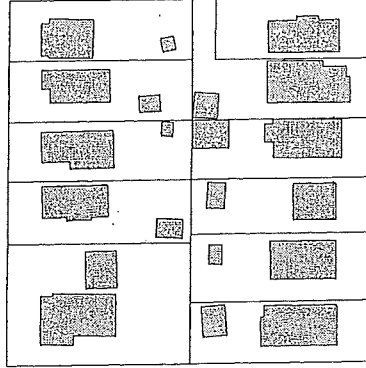
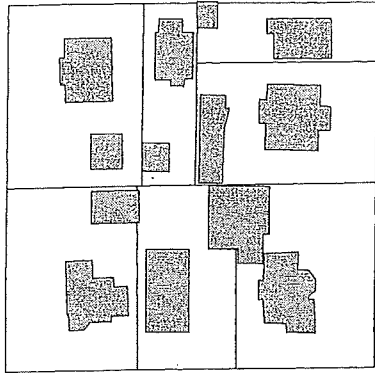
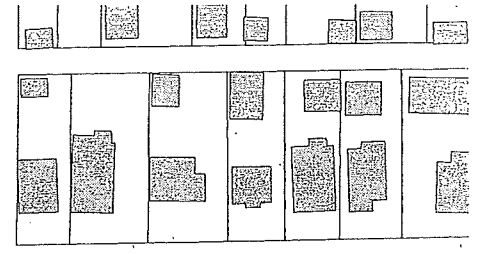
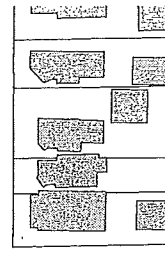
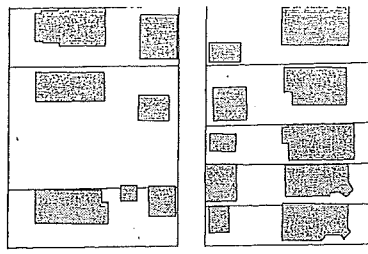
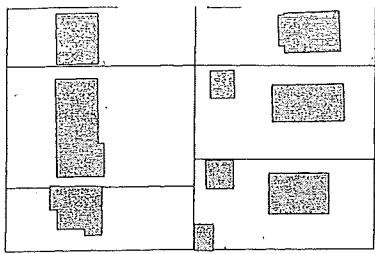
*Some concerns were voiced regarding the applicant's readiness to manage the property which is currently a Category 2 vacant house. Meeting participants cited the quality of the materials submitted, the applicant's past history of applying for similar permits, and financial sustainability. There was concern voiced regarding the relative permanency of a CUP at this location if the proposed project did not succeed.*

**The CPED Committee passed a motion to deny the Conditional Use Permit application and the modification to exceed the planning district density cap.**

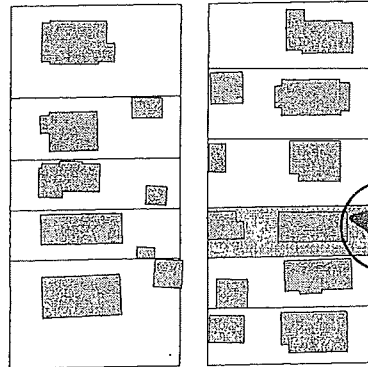
On behalf of the District Five CPED Committee:

  
Leslie McMurray  
Executive Director

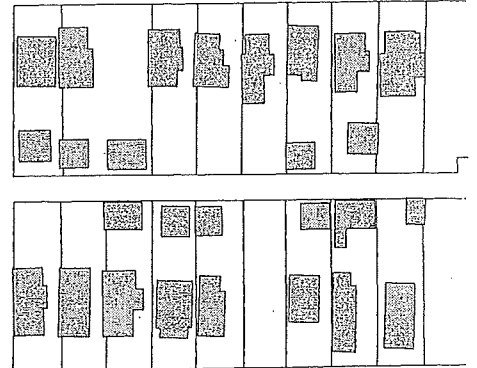
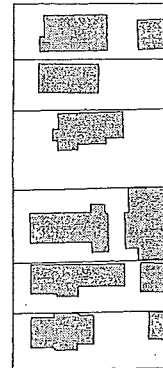




JESSIE

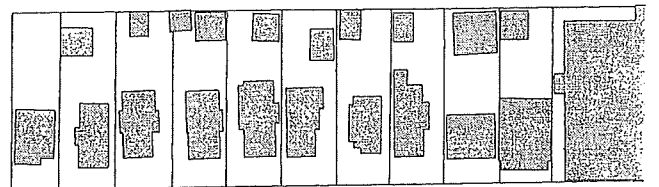
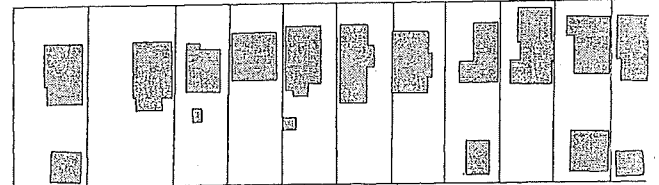
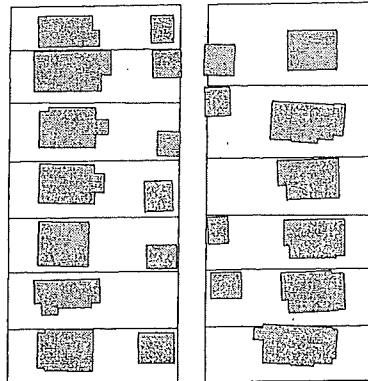
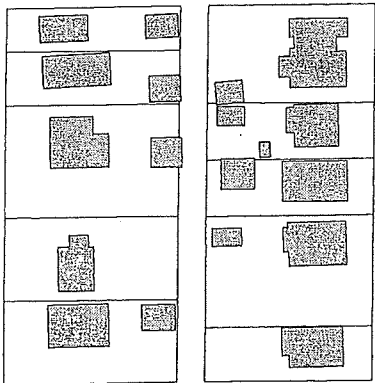


EDGERION

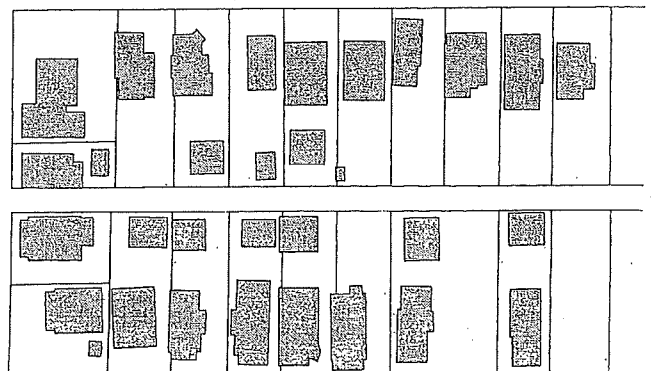
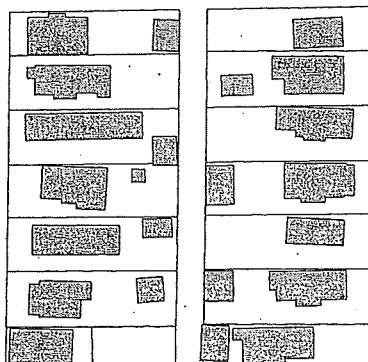
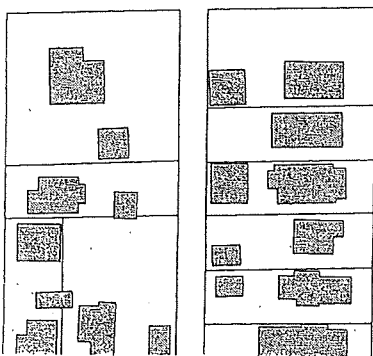


JESSAMINE

MAGNOLIA



COOK



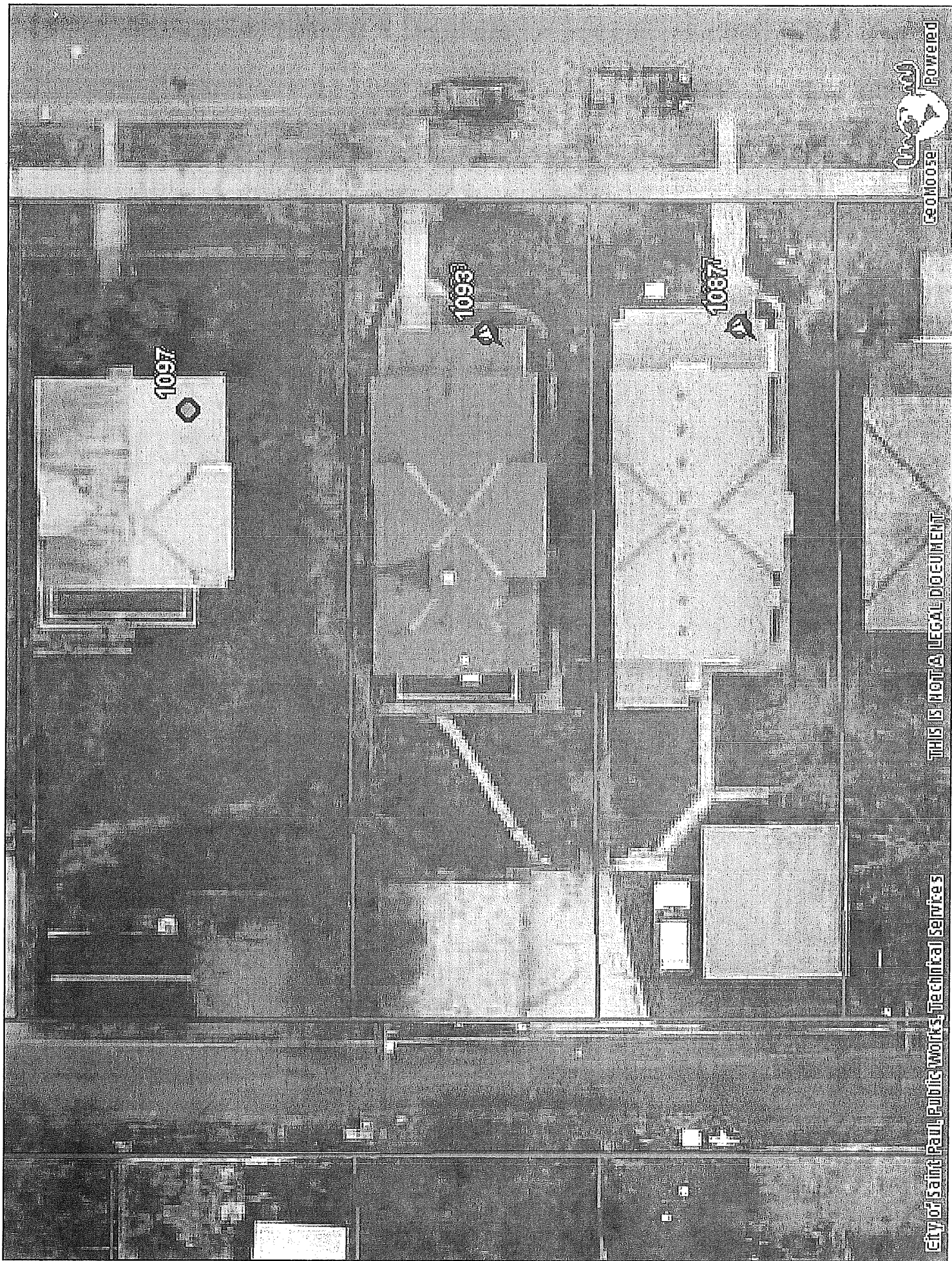
# GISmo Oblique Photography

Images courtesy of: Microsoft® Virtual Earth™ 2006

☒ Show Dashboard ☒ Show Reference Map



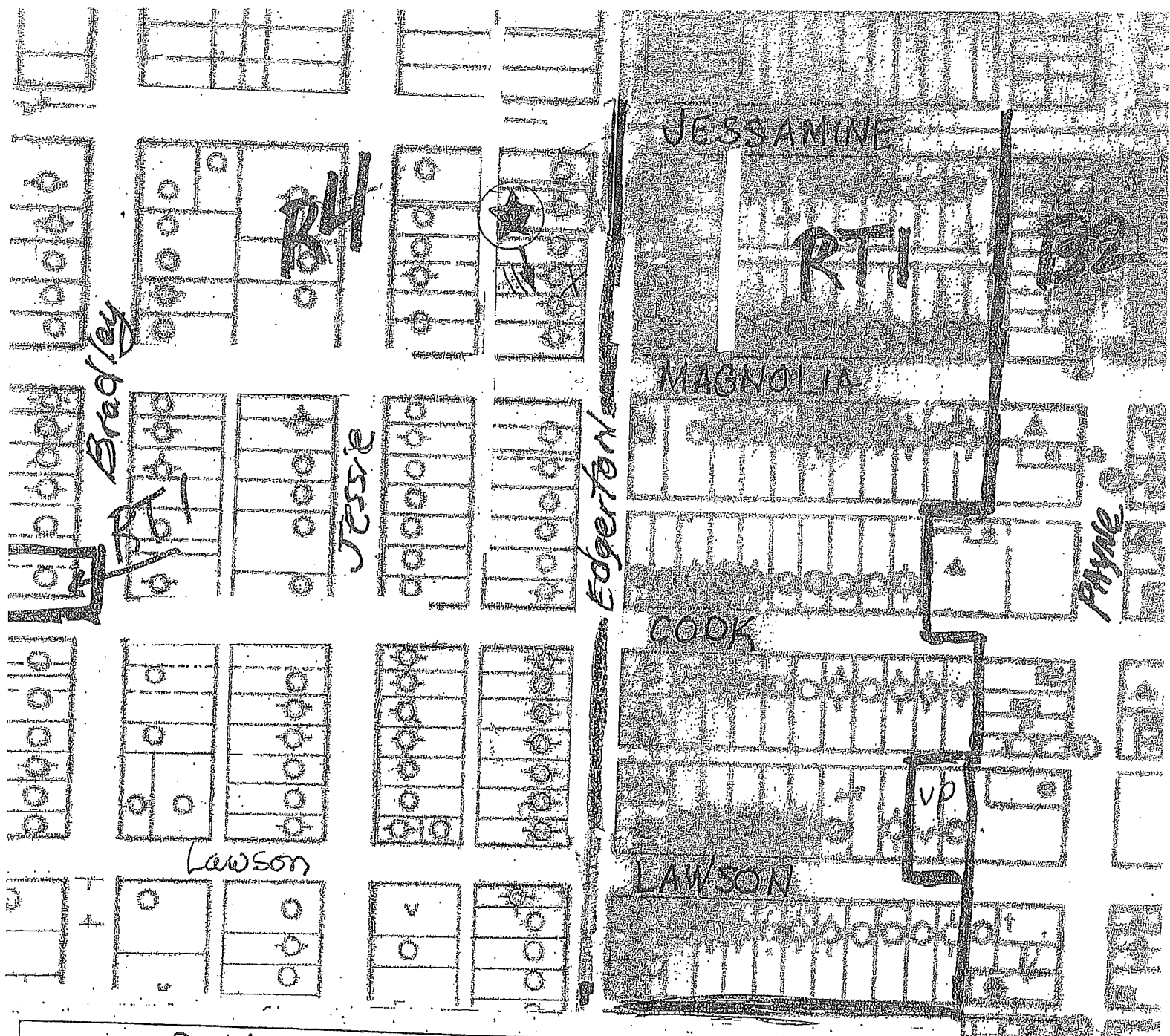




1097

1093

1087



APPLICANT Pastor Irene Stockett  
 PURPOSE CLIP w/modification  
 FILE # 12-091208 DATE 8-7-12  
 PLNG. DIST 5 Land Use Map # 13+5  
 Zoning Map # 4  
 SCALE 1" = 100'

**LEGEND**

zoning district boundary  
 subject property  
 one family  
 two family  
 multiple family  
 commercial  
 industrial  
 vacant

PED  
 north

CASE